DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



#### **HOLIDAY PROVISIONS**

### **FOR**

### **BOILERMAKER (FOR PIPELINES)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

14-X-9

### **Boilermaker Pipeline/Commercial Agreement** between **Boilermaker Employers** and The International Brotherhood of Boilermakers

July 1, 2009 - June 30, 2011

# BEGEIVED Department of Industrial Relations

JAN 13 2011

Liv. of Labor Statistics & Research Chief's Office

#### Art.16(A) Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

### International Brotherhood of BOILERMAKERS • IRON SHIP BUILDERS

EDWARD J. MARQUEZ

Business Manager/Secretary Treasurer



## Local Lodge 92 **BLACKSMITHS • FORGERS & HELPERS**

EDWIN R. RICHARDS

President

Business Representative

2260 South Riverside Avenue • Bloomington, California 92316 • (909) 877-9382 • Fax (909) 877-8318

Boilermaker Pipeline/Commercial Agreement between Boilermaker Employers and The International Brotherhood of Boilermakers

Contract Negotiations June 23, 2009

#### Per Article 12 - Term, Termination and Renewal

The term of this Agreement is July 1, 2009 through June 30, 2011, and from year to year thereafter unless either the Union or the Employer give written notice received by the others not less than sixty (60) days prior to June 30, 2011, of sixty days prior to June 30, of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

For the Union:

Chairman for the Contractors:

Larry Jansen

ARB Inc.

Edward J. Marquez Business Manager

Coward Pargue

Mark Thomas Recording Secretary

## A;B

# Letter of Understanding regarding the Boilermaker Pipeline/Commercial Agreement, Article 1(B)2.

November 2, 2010

This letter shall serve to document our mutual understanding of Article 1(B)2 of the Boilermaker Pipeline/Commercial Agreement. The Article provides as follows:

This agreement shall cover general welding, in addition to fitting, welding, riveting, or adhesive/fusion bonding of metallic and nonmetallic sheet or plate fabricated aqueducts and water lines, and such other work coming within the claimed jurisdiction of the Boilermakers Union.

The intent of this Article is to clarify the work covered by the Agreement. This Agreement was intended to be utilized to help the boilermakers and their signatory contractors to more effectively pursue pipeline work by allowing special provisions for pipeline work scopes.

Never have we implied nor intended this contract to be utilized for anything other than the pursuit of pipeline work. All work unrelated to pipeline work shall be pursued utilizing the Boilermakers Western States Articles of Agreement.

This Letter of Understanding is agreed upon by both the Boilermakers Union Local 92 and the Employers/Contractors by signature below.

Ed Marquez

Business Manager, Local 92

International Brotherhood of Boilermakers

Arry Jansen

Contractor Chairman for the Pipeline Agreement and Contractor Chairman for the Western States Articles of Agreement (WFCNC, Inc.)

<sup>&</sup>lt;sup>t</sup>Western Field Construction Negotiating Committee, Inc. is the employer/contractor association responsible for negotiating the Western States Articles of Agreement for and on behalf of the employers/contractors.